

Invoice

14193 SW 119th Avenue
33186 Miami
Phone No. 855-KDNUTRA
Sales Rep. Brandon Nomura

Invoice No. PSI109190
Document Date 07/25/2024
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Sold To:

iHerb.com
 Stephanie
 301 North Lake Avenue, Suite 600
 Pasadena, CA 91101
 USA

Ship To:

iHerb.com
 Cindy
 15810 Heacock Street
 Moreno Valley, CA 92551
 USA

Bill-to Customer No.	Customer PO No.	Payment Terms
CDO-00180	4500136132	Net 30 days Invoice Due Date: 08/24/2024
F.O.B	Order No.	Shipment Date
	SO105006A	07/25/24

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
SG620-MAD60	Our Item No. CGN02270 Osloomega, Norwegian Kids Omega-3 Fish Oil, 165 mg Remaining order due from original PO 4500102895 24 bottles/cs = 241 cs + 1P(21) 2 Pallets / Weight = 1,050 lbs (48x48x54) 1 Palet / Weight = 129 lbs (48x40x15) Total Pallets = 3 / Total Weight = 1,179 lbs Shipment # 130195 / Lot 2403067B	5,805	Each	4.24	24,613.20

Lot No.: 2403067B

Subject to KD Nutra standard terms and conditions of sale.

Subtotal	24,613.20
Total Tax	0.00
Total \$ Incl. Tax	24,613.20

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STANDARD TERMS AND CONDITIONS FOR SALE OF PRODUCTS

These Innova Softgel Standard Terms and Conditions for Sale of Products ("Terms") shall apply to the sale of any and all Products ("Products") by Innova Softgel, LLC ("The Seller") to any purchaser ("Purchaser") of Products:

1) Amendments. The Seller's offer to sell to Purchaser is expressly limited to and expressly made conditional upon Purchaser's acceptance of the terms of these Terms. The Seller objects to any different or additional terms. These Terms may only be altered, amended, or supplemented by a writing signed by The Seller's authorized representative. These Terms contains the entire terms, conditions, and agreements The Seller and Purchaser with regard to the sale of the Products. These Terms supersede all prior agreements, understandings, or negotiations, whether written or oral with respect to the subject matter herein.

2) Confidentiality. The Seller and Purchaser may have entered into a separate written agreement related to confidentiality and non-disclosure agreement of information, and if so, the terms of such are incorporated herein in full. Otherwise, Purchaser agrees to and hereby accepts The Seller's standard confidentiality and non-disclosure terms, which are available from The Seller, and which are incorporated herein in full.

3) Purchaser Representations and Warranties. From time to time, The Seller may wish to sell to Purchaser and Purchaser may wish to buy from The Seller certain Products. The Seller represents and warrants to Purchaser: (a) Products shall be new, saleable, free from defects in design, material and workmanship and will conform to and perform in accordance with applicable order specifications, labels, and /or advertising materials; (b) Products are suitable for end use as a dietary supplement meeting all regulatory standards regarding contaminants, (c) all services Purchaser provides related to the Products shall be performed by persons with the requisite skill and training for such services and shall be performed in a competent and professional manner; (d) if required by law, the labels, packaging, instructions, and warnings accompanying the Products are multilingual and /or contain universally accepted pictographs or symbols; (e) Purchaser will provide The Seller with all instructions, warnings, or safety data sheets for the Products; (f) the weights, measures, signs, legends, words, particulars, or descriptions, if any, stamped printed, or otherwise attached to the Products or containers (including U.S. required country of origin markings) or referring to the Products delivered hereunder are true and correct and comply with all applicable laws; (g) Products conform and comply with all applicable laws, including but not limited to the Federal Food Drug and Cosmetic Act, Lacey Act, Consumer Product Safety Act; Magnuson - Moss Warranty - Federal Trade Commission Improvement Act; Fair Packaging and Labeling Act; Federal Hazardous Substances Act; and all Federal Trade Commission Rules and Regulations; (h) conform with State of California Proposition 65 (The Safe Drinking Water and Toxin Enforcement Act of 1986); (i) Products and any marks provided therewith do not infringe on any actual or alleged patent, design, trade name, trademark, copyright, trade secret, or any right or entitlement of any third party; and (j) the warranties contained herein shall be deemed addition to, and not a substitute for, all other warranties tendered by Marine for the Products and/or warranties implied or expressed by applicable law.

4) Mutual Indemnification. The Seller will indemnify, defend, and hold harmless Purchaser against third-party claims and any loss, damages or costs incurred with regard to same suffered by or threatened against Purchaser, its employees, officers, directors and members/owners, arising from or related to The Seller's acts, omissions, non-compliance with any laws or regulations, and/or breaches of its warranties and representations herein. Purchaser will indemnify, defend, and hold harmless The Seller against third-party claims and any loss, damages or costs incurred with regard to same suffered by or threatened against The Seller, its employees, officers, directors and members/owners, arising from or related to Purchaser's acts, omissions, non-compliance with any laws or regulations, and/or breaches of its warranties and representations herein.

5) Insurance. Purchaser represents that it maintains insurance coverage for liability associated with the Products, with the following minimum coverages and limits: (1) Products Liability - limits no less than \$2,000,000 (two million dollars) per claim/occurrence and in the aggregate; (2) General Liability - limits no less than \$2,000,000 (two million dollars) per claim/occurrence and in the aggregate; (3) statutory Workers' Compensation and Employers Liability; and (4) Commercial Property insurance including transit. All insurance required by this Section is obtained from a reputable insurance carrier(s) having a minimum A.M. Best rating of A. Purchaser shall ensure continuity of coverage for claims which might be presented following sale of the Products. Upon request, Purchaser shall immediately provide to The Seller reasonable proof of such insurance.

6) Choice of Law. Venue. Any action or proceeding arising from or related to these Terms or the Products may be brought only in the state or federal courts of Northampton County Pennsylvania. Purchaser irrevocably consents to the personal jurisdiction of such courts and hereby waives any objection to venue. These Terms shall be interpreted in accordance with the Laws of the Commonwealth of Pennsylvania, regardless of its choice of law provisions. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to any transactions hereunder.

7) Successors and Assignment. These Terms may not be assigned without the other Party's prior written permission. This Terms will be binding on and inure to the benefit of each Party's heirs, legal representatives, successors and permitted assigns.

8) Title and Risk of Loss. Title and risk of loss for the Products shall pass to Purchaser upon delivery to the carrier at The Seller's shipping point; Purchaser shall bear all risk of loss or damage in transit.